

IN THE UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

2008 MAR 31 A 10:31

ROY HINES, an  
individual,

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

Plaintiff,

v.

Civil Action No. 3:08-cv-235-WHA

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA, a corporation,

Defendants.

**COMPLAINT**

**Introductory Allegations**

1. Plaintiff, Roy Hines, is a resident citizen of Chambers County, Alabama.
2. Plaintiff is informed and believes and based on such information and belief alleges that Defendant, The Prudential Insurance Company of America ("Prudential") is a foreign corporation which at all relevant times has done or transacted business in the Middle District of Alabama.
3. In or about September 2006, Plaintiff was forced to stop working as a result of multiple medical problems including degenerative disc disease and congenital spondylolisthesis of the lumbar spine which had necessitated a lumbar fusion. At that time Plaintiff, was employed as Technical Manager for Westpoint Home, Inc. As a result of these conditions, Plaintiff is no longer able to perform his job as a Technical Manager or to do any other work for which he is qualified by his education, training or experience.

4. During said time period, Westpoint had in force and effect a welfare benefit plan which provided long term disability benefits to its employees through a group policy of insurance with Defendant, Prudential. Mr. Hines made a claim under the Plan in accordance with the terms of that Plan. However, his benefits under said Plan were denied. Because Plaintiff's claim herein involves an employee welfare benefit, his claim is governed by the Employee Retirement Income Security Act ("ERISA").

## **COUNT I**

### **For Denial of Disability Benefits**

5. Plaintiff adopts and incorporates by this reference paragraphs 1 through 4, inclusive, of this Complaint.

6. In or about September 2006, Plaintiff became disabled within the meaning of the terms of said Plan, thereby qualifying him for the payment of benefits under that Plan. He has remained disabled under the terms of said Plan since that time.

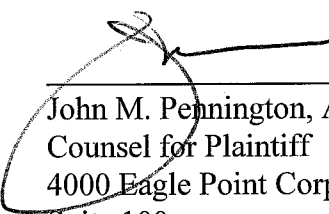
7. Plaintiff complied with all terms of said Plan as a condition precedent to bringing this suit, including exhausting all of his administrative remedies.

8. Defendant's denial of Plaintiff's benefits under said Plan was wrong, constituted a breach of Defendant's obligations under the agreement, was a violation of the ERISA, and/or was arbitrary and/or capricious. As a direct and proximate consequence of Defendant's wrongful conduct, Plaintiff suffered injuries and damages, including, but not limited to the following:

- (a) loss of monetary benefits as set forth within the Plan.

WHEREFORE, Plaintiff demands judgment against the Defendant for compensatory damages and/or equitable relief in an amount to be determined by the Court, plus pre-judgment and

post-judgment interest, costs of this suit, and a reasonable attorney's fee.



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Counsel for Plaintiff  
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(205) 314-5735  
Ala. Bar No. ASB-6905-N52J

Serve Defendants Certified Mail  
Return Receipt Requested at:

The Prudential Insurance  
Company of America  
c/o Laura Payne  
2000 Interstate Park Dr., Ste. 204  
Montgomery, AL 36109

DUPLICATE

Court Name: U S DISTRICT COURT - AL/M  
Division: 2  
Receipt Number: 4602004481  
Cashier ID: brobinso  
Transaction Date: 03/31/2008  
Payer Name: PENNINGTON LAW FIRM LLC

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CIVIL FILING FEE  
For: PENNINGTON LAW FIRM LLC  
Case/Party: D-ALM-3-08-CV-000235-001  
Amount: \$350.00

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CHECK  
Check/Money Order Num: 2516  
Amt Tendered: \$350.00

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Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

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HINES V. PRUDENTIAL INS CO OF  
AMERICA